

AMENDMENT TWO

TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES INC.

THIS **SECOND AMENDMENT** TO THE AGREEMENT, entered into this 14 day of April, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PALANTIR TECHNOLOGIES INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on January 7, 2014, the parties entered into an Agreement (Resolution No. 072972) for support and maintenance services for the Enterprise software, an Intelligence Management System; and

WHEREAS, on June 17, 2014, Amendment One (Resolution No. 073250) to the Agreement was approved which increased the number of Core licenses, as well as extended support and maintenance services for the Enterprise software, increasing the amount by \$500,000 to \$632,034.08, and extending the term to December 31, 2015; and

WHEREAS, the parties wish to make further modifications to the Agreement to include the integration of data sets from local law enforcement agencies and extend the term for support and maintenance to the server cores, extending the term of the support and maintenance services for an additional year, increasing the amount by \$132,034.08 to \$764,068.16;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1, Exhibit and Attachments, of the Agreement is hereby deleted in its entirety and replaced with the following:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Services
- Exhibit A-1 - Core Expansion/Dataset Integration (**Revised March 2015**)
- Exhibit B - Payments and Rates (**Revised March 2015**)
- Attachment I - § 504 Compliance

2. Section 3, Payment, of the Agreement is hereby deleted in its entirety and replaced with the following:

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A and Exhibit A-1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED SIXTY-FOUR THOUSAND SIXTY-EIGHT DOLLARS AND SIXTEEN CENTS (\$764,068.16)**.

3. "Exhibit A-1 Core Expansion/Dataset Integration" is hereby deleted in its entirety and replaced with "Exhibit A-1 Core Expansion/Dataset Integration (Revised March 2015)", attached hereto and incorporated herein by reference.
4. "Exhibit B, Payments and Rates", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B - Payments and Rates (Revised March 2015)", attached hereto and incorporated herein by reference.
5. All other terms and conditions of the agreement dated January 7, 2014, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: Carole Groom
PRESIDENT, BOARD OF SUPERVISORS

DATE: April 14, 2015

ATTEST:

BY: J. Malthe
CLERK OF SAID BOARD

PALANTIR TECHNOLOGIES INC.

BY: Matt Long
(SIGNATURE)

Matt Long, Legal Counsel

(PRINTED NAME)

DATE: March 30, 2015

Resolution #073749

(Revised 7/1/13)

EXHIBIT A-1
CORE EXPANSION / DATASET INTEGRATION
(REVISED MARCH 2015)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PALANTIR TECHNOLOGIES INC.

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. STATEMENT OF WORK.

- A. Provide four (4) Palantir Gotham Perpetual Licenses, per server core.
- 1.) Annual support and maintenance for 6 months (6/1/2015 – 12/31/2015) to align with the renewal of existing Palantir licenses (Exhibit A).
 - 2.) Level of support includes:
 - Training, as agreed/coordinated by parties.
 - All updates to the Palantir platform, both major and minor versions.
 - 24 hour technical support, both telephone and online.
- B. Integrate the following datasets:
- ARIES 2.0
 - San Mateo County Sunridge RMS
 - San Mateo County Probation data
 - **Palo Alto Police Department**
 - **Additional Local Law Enforcement Agencies (LLEA's), upon mutual agreement by both parties**
- C. Data Integrations services include:
- 1.) **Criminal History Records Information (arrests, incidents/citations/offenses, field interviews) housed in an LLEA Records Management System (RMS)**
 - 2.) **Computer Aided Dispatch (CAD) calls for service records**
 - 3.) **User training and support for approximately 30 on-concurrent users, including LLEA detectives and crime analysts.**
 - 4.) **Technical support:**
 - a. **Facilitating connections to the NCRIC Deployment, i.e. clarifying requirements and clearing requests between LLEA IT and NCRIC IT (e.g. VPN setup)**
 - b. **Conforming access control regimen with restrictions and commitments from both the LLEA and NCRIC to address security and data protection concerns from both parties.**
 - 5.) **Additional policy advice and support from Palantir's Privacy and Civil Liberties Team to assist both the NCRIC and any LLEA with respect to data access, security, privacy, and data protection.**
- D. Complete HIDTA Case Support Workflow Application.
- E. Deploy Thunderbird, Next Generation LPR.

EXHIBIT B
PAYMENTS AND RATES
(REVISED MARCH 2015)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PALANTIR TECHNOLOGIES INC.

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. RATES.

Products	Coverage Period	Qty.	Price/Ea.	Total Cost
Support / Maintenance for Gotham Licenses Per Server Core	Jan. 1, 2014 - Dec. 31, 2014	12	\$11,002.84	\$132,034.08
Support / Maintenance for Gotham Licenses Per Server Core	Jan. 1, 2015 - Dec. 31, 2015	12	\$11,002.84	\$132,034.08
Palantir Gotham Perpetual License, per server core. (No additional user licenses required. Includes initial year O&M)	June 1, 2014 - Dec. 31, 2015	4	\$125,000.00	\$500,000.00
TOTAL:				\$764,068.16

2. PAYMENTS.

A. County shall pay Contractor as follows:

- 1.) \$132,034.08 upon receipt of an invoice and full execution of the Agreement for coverage period January 1, 2014 through December 31, 2014;
- 2.) **\$132,034.08 upon receipt of an invoice and full execution of the Agreement for coverage period January 1, 2015 through December 31, 2015;**
- 3.) \$250,000 upon receipt of an invoice from Contractor and full execution of Amendment One to the Agreement dated January 7, 2014; and
- 4.) \$250,000 upon completion and County's acceptance of integration work outlined in Exhibit A-1 Core Expansion/Dataset Integration.

B. Any and all payments made pursuant to this Agreement shall be made with RTTAC funds, and are conditional on the County of San Mateo's receipt of HIDTA/NCRIC funds in an amount sufficient to compensate Contractor.

C. It is understood and agreed by both parties that no County funds are encumbered, obligated or spent under this agreement.